



BellSouth Telecommunications, Inc.

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02 DEC 20 00

TN REGULATORY AUTHORITY
DOCKET ROOM

December 18, 2002

VIA HAND DELIVERY

Hon Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~00-00079~~
02-01310

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated May 22, 2002. The first Amendment adds the new port USOCs and rates; the second Amendment replaces the rates in Attachment 3 of the Agreement; the third Amendment adds currently combined provisions; the fourth Amendment adds cable record rates and the fifth Amendment adds the CFA Resends rates and provisions.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Bill Peacock, AT&T Communications of the South Central States, LLC
Chief Commercial Attorney, AT&T Communications of the South Central States, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement
Negotiated by BellSouth Telecommunications, Inc. and AT&T
Communications of the South Central States, LLC Pursuant to Sections
251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00079~~
02-01310

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated May 22, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following:

1. AT&T and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2. The parties have recently negotiated five Amendments to the Agreement. The first Amendment adds the new port USOCs and rates to the Agreement; the second Amendment replaces the rates in Attachment 3 of the Agreement; the third Amendment adds currently combined provisions; the fourth Amendment adds cable record rates and

the fifth Amendment adds the CFA Resends rates and provisions. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. AT&T and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of Dec, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

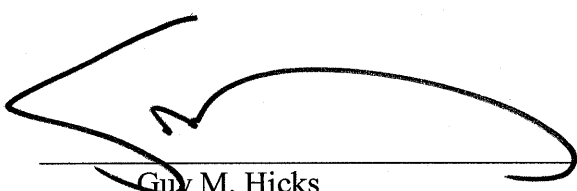
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 19th day of Dec, 2002:

Bill Peacock
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 12254
Atlanta, GA 30309

Chief Commercial Attorney
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 8100
Atlanta, GA 30309


Guy M. Hicks

LOCAL INTERCONNECTION - Tennessee																
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)		Nonrecurring		Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	1st	Add'l	Charge - Manual Svc Order vs. Electronic- Disc 1st
																Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
COMPENSATION																
	Single Rate for local and ISP-bound Traffic (07/01/2001-12/31/2001)					.0015000										
	Single Rate for local and ISP-bound Traffic (01/01/2002-06/30/2003)					.0010000										
	Single Rate for local and ISP-bound Traffic (07/01/2003-expiration of agreement)					.0007000										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0009778										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29bk			57.01bk						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEGP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OHIMS	TDEIP	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWGP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OHIMS	TDWIP	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000064										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OHM	1L5NF	0.0174bk										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL OHM	1L5NF	18.58bk	17.37bk		3.51							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL OHM	1L5NK	0.0174bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL OHM	1L5NK	17.98bk	17.37bk		3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL OHM	1L5NK	0.0174bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL OHM	1L5NK	17.98bk	17.37bk		3.51							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OHIMS	1L5NL	0.3562bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OHIMS	1L5NL	77.88bk	76.27bk		14.99							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1L5NM	2.34bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1L5NM	848.99bk	176.58bk		105.91							
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	19.43bk	199.33bk	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	20.56bk	201.53bk	24.83	65.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99bk	277.35bk	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 per month			OH3	TEFHJ	611.3bk	595.37bk	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTI-LEXERS																
	Channelization - DS1 to DS0 Channel System			OH1 OHIMS	SATN1	80.77	141.87	77.11	44.47	42.82						
06/12/02																
Page 1 of 2																

LOCAL INTERCONNECTION - Tennessee												
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3	Exhibit: A
						Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec			SOMECC	SOMAN	OSS Rates(\$) SOMAN	SOMAN
						222.98	308.03	108.47	6.34	4.23		
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	17.58	6.07	4.66				
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												

**SECOND AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
TENNESSEE
DATED MAY 22, 2002**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC, ("AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and AT&T entered into the Agreement on May 22, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Exhibit A of Attachment 2, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

AT&T Communications of the South
Central States, LLC

By: Bill C. Peacock

Name: Bill C. Peacock

Director - Local Services &

Title: Access Mngt

Date: 9/5/02

BellSouth Telecommunications, Inc.

By: Elizabeth R. A. Shiroishi

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 9/6/02

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: 8	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st Add'l
					Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/bcsoma_a_dsc.htm#interconnection.htm													
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)													
Exchange Ports													
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs													
2-WIRE VOICE GRADE LINE PORT RATES (RES)													
	Tennessee Area Plus Port without Caller ID capability		UEPSR	UEPRR	1.89	9.93	9.93	9.93	3.66	2.32	20.35	10.54	13.32
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPSR	UEPWN	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
	Low Usage Line Port without Caller ID capability		UEPSR	UEPRT	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
FEATURES													
	All Available Vertical Features		UEPSR	UEPVF	0.00	0.00	0.00	0.00			20.35	10.54	13.32
2-WIRE VOICE GRADE LINE PORT RATES (BUS)													
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPSB	UEPWO	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
	Tennessee (BUS) inward Collierville and Memphis Local Calling Plan		UEPSB	UEPB2	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPSB	UEPB3	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
	Incoming Only without Caller ID capability		UEPSB	UEPBE	1.89	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
FEATURES													
	All Available Vertical Features		UEPSB	UEPVF	0.00	0.00	0.00	0.00			20.35	10.54	13.32
EXCHANGE PORT RATES (DID & PBX)													
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPSP	UEPA6	1.79	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPSP	UEPA7	1.79	9.93	9.93	9.93	3.66	2.92	20.35	10.54	13.32
FEATURES													
	All Available Vertical Features		UEPSP	UEPVF	0.00	0.00	0.00	0.00			20.35	10.54	13.32
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES													
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.													
> Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.													
> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.													
> The first and additional Port nonrecurring charges apply to Not Currently Combined Combs. For Currently Combined Combs, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.													
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)													
UNE Port/Loop Combination Rates													

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First					
	2-Wire VG Loop/Port Combo - Zone 1	1			14.18								
	2-Wire VG Loop/Port Combo - Zone 2	2			18.01								
	2-Wire VG Loop/Port Combo - Zone 3	3			23.02								
	UNE Loop Rates												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32								
	2-Wire Voice Grade Line Port Rates (Rae)												
	Tennessee Area Plus Port without Caller ID capability		UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	Low Usage Line Port without Caller ID capability		UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	FEATURES												
	All Features Offered		UEPRX	UEPVF	0.00	0.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPRX	LNPCX	0.35								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED												
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPRX	USAC2		1.03	0.28			30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEPRX	USACC		1.03	0.29			30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					0.76				30.89	7.03		
	ADDITIONAL NRCs												
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX	USAS2	0.00	0.00	0.00			30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)												
	UNE Port/Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	1			14.18								
	2-Wire VG Loop/Port Combo - Zone 2	2			18.01								
	2-Wire VG Loop/Port Combo - Zone 3	3			23.02								
	UNE Loop Rates												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32								
	2-Wire Voice Grade Line Port (Bus)												
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	Tennessee (BUS) Inward Callville and Memphis Local Calling Plan		UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	Tennessee (BUS) 2-Way Callville and Memphis Local Calling Plan		UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	Incoming Only without Caller ID capability		UEPBX	UEPB4	1.70	22.14	15.25	8.45	3.91	30.89	7.03		
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPBX	LNPCX	0.35								

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l					GSS Rates(\$)	
														SOMAN	SOMAN
FEATURES	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES (NRCA) - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPBX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEPBX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					0.76						30.89	7.03		
ADDITIONAL NRCA	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
UNE Port Loop Combination Rates					14.18										
	2-Wire VG Loop/Port Combo - Zone 1	1			18.01										
	2-Wire VG Loop/Port Combo - Zone 2	2			23.02										
	2-Wire VG Loop/Port Combo - Zone 3	3													
UNE Loop Rates					12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPPX												
2-Wire Voice Grade Line Port Rates (BUS - PBX)					1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	PBX Trunk Combination, Collerville and Memphis Local Calling Plan		UEPPX	UEPA6											
	PBX 2-Way Combo First Trunk Collerville and Memphis Local Calling Plan		UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
LOCAL NUMBER PORTABILITY					3.15							30.89	7.03		
	Local Number Portability (1 per port)		UEPPX	LNCP		0.00	0.00								
FEATURES	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES (NRCA) - CURRENTLY COMBINED	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-is		UEPPX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change					0.76						30.89	7.03		
ADDITIONAL NRCA	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity		UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64					30.89	7.03		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
> Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules. This includes unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.															

Page 3 of 5

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B			
									Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Nonrecurring First	Rec	Nonrecurring Add'l	Nonrecurring Disconnected Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED NETWORK ELEMENTS - Tennessee																
<p>> The Top 9 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).</p> <p>> BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.</p> <p>> This Market Rate for unbundled ports includes all available features in all states.</p> <p>> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/loop combinations which have a flat rate usage charge.</p> <p>> For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.</p>																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1	1				28.48										
	2-Wire VG Loop/Port Combo - Zone 2	2				30.31										
	2-Wire VG Loop/Port Combo - Zone 3	3				35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX			12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX			16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX			21.32										
2-Wire Voice Grade Line Port (Bus)																
	Tennessee Area Plus Port without Caller ID capability		UEPRX			14.00	90.00	90.00								
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX			14.00	90.00	90.00								
	Low Usage Line Port without Caller ID capability		UEPRX			0.35										
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPRX			0.00	0.00	0.00								
FEATURES																
	All Features Offered		UEPRX			0.00										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is		UEPRX	USAC2		41.50	41.50	41.50								
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change		UEPRX	USACC		41.50	41.50	41.50								
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPRX	USAS2		0.00	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1	1				28.48										
	2-Wire VG Loop/Port Combo - Zone 2	2				30.31										
	2-Wire VG Loop/Port Combo - Zone 3	3				35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX			12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX			16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX			21.32										
2-Wire Voice Grade Line Port (Bus)																
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX			14.00	90.00	90.00								
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan		UEPRX	UEPB2		14.00	90.00	90.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee					Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOMAN		
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPBX UEPBX	UEPB3 UEPBE	14.00 14.00	90.00 90.00	90.00 90.00				30.89 30.89	7.03 7.03		
	Incoming Only without Caller ID capability													
	LOCAL NUMBER PORTABILITY		UEPBX	LNPCX	0.35									
	Local Number Portability (1 per port)													
	FEATURES		UEPBX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	All Features Offered													
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is		UEPBX	USAC2		41.50	41.50				30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change		UEPBX	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs													
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPBX	USAS2	0.00	0.00	0.00				30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
	UNE Port/Loop Combination Rates													
	2-Wire VG Loop/Port Combo - Zone 1	1			20.48									
	2-Wire VG Loop/Port Combo - Zone 2	2			30.31									
	2-Wire VG Loop/Port Combo - Zone 3	3			35.32									
	UNE Loop Rates													
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPPX	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPPX	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPPX	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)													
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	14.00	90.00	90.00				30.89	7.03		
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	14.00	90.00	90.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES		UEPPX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	All Features Offered													
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-is		UEPPX	USAC2		41.50	41.50				30.89	7.03		
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity		UEPPX	USAS2	0.00	0.00	0.00				30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64				30.89	7.03		

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**THIRD AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
TENNESSEE
DATED MAY 22, 2002**

Pursuant to this Agreement, ("Amendment") AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

Pursuant to this Amendment, the Parties hereby agree to amend the Interconnection Agreement to reflect the following:

1. The Parties agree to delete sections 2.7 – 2.11.9 of Attachment 2 in its entirety and replace it with the provisions as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Interconnection Agreement, dated May 22, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**AT&T Communications of
the South Central States, LLC**

By: Bill C. Peacock

Name: Bill C. Peacock
Director – Local Services &

Title: Access Management

Date: 10/16/02

BellSouth Telecommunications, Inc.

By: ea Shiroishi

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 10/23/02

Exhibit 2

2.7 Unbundled Network Element Combinations

2.7.1 BellSouth will offer Network Element Combinations on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement and the requirements of Sections 251 and 252 of the Act, the applicable FCC rules, and other applicable laws. At AT&T's request, BellSouth shall provide to AT&T existing or new combinations including ordinarily combined and not typically combined Network Elements in accordance with the terms of this section.

2.7.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by AT&T are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by AT&T are not already combined by BellSouth in the location requested by AT&T but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by AT&T are not elements that BellSouth combines for its use in its network.

2.7.3 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides Combinations to AT&T, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements.

2.8 Rates

2.8.1 Except as set forth in this Section, BellSouth shall provide UNE port/loop combinations described in Section 2.9 et seq. below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A. Except as set forth in this Section, BellSouth shall provide UNE port/loop combinations not described in Section 2.9 et seq. below or Not Typically Combined Combinations in accordance with the Bona Fide Request process. BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

2.8.2 Enhanced Extended Links ("EELs") are combinations of loop and transport unbundled network elements that are used to provide connectivity from the end user's location to AT&T's collocation space in a

Exhibit 2

BellSouth central office or an AT&T POP, as specified in Section 2.11.2.3. AT&T shall be deemed to be providing a significant amount of local exchange service over the EEL if one of the options listed in Section 2.11.2 is met. Currently Combined EELs specifically priced in Exhibit A shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit A of this Attachment. Currently Combined EELs not specifically priced in Exhibit A shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit A of this Attachment. Ordinarily Combined EELs specifically priced in Exhibit A shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit A of this Attachment. Ordinarily Combined EELs not specifically priced in Exhibit A shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit A of this Attachment. To the extent that AT&T requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

2.9 Combination Offerings

- 2.9.1. 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per Minute-of-Use ("MOU"), common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

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- 2.9.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.10 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network Element, it shall make a request for the network element pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.11 Special Access Service Conversions
- 2.11.1 AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth written certification that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations.
- 2.11.2 The certification shall indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits. AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options:

Exhibit 2

- 2.11.2.1 AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or
- 2.11.2.2 AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 2.11.2.3 The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 2.11.2.4 In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Sections 2.11.2.1 through 2.11.2.3. In such case, AT&T may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon AT&T's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

Exhibit 2

- 2.11.3 BellSouth may, at its sole expense, audit AT&T records in order to determine AT&T's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and AT&T and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.
- 2.11.4 The Parties further acknowledge that on a going forward basis, AT&T may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 2.11, and subject to the termination provisions in the applicable tariffs, if any.
- 2.11.4.1 BellSouth may only assess termination liability charges consistent with its relevant tariffs and contracts to which it and AT&T have agreed.
- 2.11.4.2 A volume and term contract is terminated only when AT&T fails to meet its volume and term commitments.
- 2.11.4.3 For the state of TN only, a volume and term commitment may be fulfilled through the purchase of special access or UNEs.
- 2.11.5 When an existing special access service circuit employed by AT&T is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.11.6 Other UNE Combinations
- 2.11.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to AT&T in addition to those specifically referenced above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent AT&T requests a Not Typically Combined combination, or to the extent AT&T requests any combination for which BellSouth has not

Exhibit 2

developed methods and procedures to provide such combination, AT&T shall pursue a development of methods and procedures for that particular combination pursuant to the BFR/NBR process and the rates for such combination shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements.

- 2.11.6.2 BellSouth shall provide unbundled network elements in a manner that allows requesting telecommunications carriers to combine such network elements in order to provide a telecommunications service.
- 2.11.6.3 Except upon request, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 2.11.6.4 Upon request, BellSouth shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is:
 - 2.11.6.4.1 Technically feasible; and
 - 2.11.6.4.2 Would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with BellSouth's network.
- 2.11.6.5 Upon request, BellSouth shall perform the functions necessary to combine unbundled network elements with elements possessed by AT&T in any technically feasible manner.
- 2.11.6.6 If BellSouth denies a request to combine elements pursuant to paragraph 2.11.6.4 and 2.11.6.4.1 or paragraph 2.11.6.5 of this section BellSouth must prove to the state commission that the requested combination is not technically feasible.
- 2.11.6.7 If BellSouth denies a request to combine elements pursuant to paragraph 2.11.6.4 and 2.11.6.4.2 of this section, BellSouth must prove to the state commission that the requested combination would impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with BellSouth's network.
- 2.11.6.8 BellSouth shall also provide written notice to AT&T of such denial and the basis thereof pursuant to the BFR process in Attachment 10.
- 2.11.6.9 Rates

Exhibit 2

- 2.11.6.9.1 The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit A of this Attachment. The rates for Currently Combined UNE combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit A, in addition to a nonrecurring charge set forth in Exhibit A. To the extent AT&T requests a Not Typically Combined combination, or to the extent AT&T requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.
TENNESSEE
DATED MAY 22, 2002**

Pursuant to this Agreement, (the "Amendment"), AT&T Communications of the South Central States, LLC, ("AT&T"), a New York corporation on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Agreement").

WHEREAS, BellSouth and AT&T entered into the Agreement on May 22, 2002,
and;

WHEREAS, the Parties desire to amend the Agreement to include Cable Records rates for the state of Tennessee.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Attachment 4 of the Agreement between AT&T and BellSouth is hereby amended to add to Exhibit C-Rates the following interim rates in Exhibit 1 attached hereto for the State of Tennessee.
2. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
3. This Amendment is made effective on the date of the last signature of all Parties.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Pat C. Fink

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 11/22/02

AT&T Communications of the South Central States, LLC

By: Bill C. Peacock
RS

Name: Bill C. Peacock

Director-Local Services and

Title: Access Management

Date: 11/15/02

[illegible]

**FIFTH AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.
TENNESSEE
DATED MAY 22, 2002**

Pursuant to this Agreement, (the "Amendment"), AT&T Communications of the South Central States, LLC, ("AT&T"), a New York corporation on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Agreement").

WHEREAS, BellSouth and AT&T entered into the Agreement on May 22, 2002,
and;

WHEREAS, the Parties desire to amend the Agreement to include CFA Resends language, and to add CFA Resends Rates for the state of Tennessee.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that the Agreement between AT&T and BellSouth is hereby amended to add to Attachment 4-Physical Collocation the following to Section 6:
 - 6.4.4 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to AT&T prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which AT&T has a physical collocation arrangement. The CFAs will be sent to AT&T in a consistent format.
 - 6.4.4.1 BellSouth will bill AT&T a nonrecurring charge, as set forth in Exhibit B, each time AT&T requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
2. The Parties agree that the Agreement between AT&T and BellSouth is hereby amended to add to Attachment 4-Physical Collocation Exhibit B-Rates the following rates in Exhibit 1 attached hereto for the State of Tennessee.
3. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
4. This Amendment is made effective the date of the last signature of all Parties.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: *Pat C. Fink*

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 11/21/02

AT&T Communications of the South Central States, LLC

By: *Bill C. Peacock*

Name: Bill C. Peacock
Director - Local Services and

Title: Access Management

Date: 11/22/02

